

EXHIBIT I

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Fortress Credit Corporation

RESERVATION OF RIGHTS LETTER

VIA ELECTRONIC MAIL

May 4, 2006

Alarm One, Inc.
1601 E. Orangewood Avenue
Anaheim, CA 92805
Attention: Peter Maltby, Chief Executive Officer

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of February 11, 2005, as amended by that Waiver and First Amendment to Credit Agreement dated as of June 30, 2005, that Waiver and Second Amendment to Credit Agreement dated as of October 31, 2005, that Third Amendment to Credit Agreement and Forbearance Agreement dated as of December 21, 2005, that Fourth Amendment to Credit Agreement and Forbearance Agreement dated as of January 31, 2006 (the "**Fourth Amendment and Forbearance Agreement**") and that Fifth Amendment to Credit Agreement and Amendment to Forbearance Agreement dated as of March 31, 2006 (the "**Fifth Amendment and Amendment to Forbearance Agreement**") (as the same may be further amended, restated, modified or supplemented, the "**Credit Agreement**") by and among Alarm One, Inc. (the "**Borrower**"), the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto (the "**Lenders**") and Fortress Credit Corp. (in its capacity as agent for the Lenders, the "**Agent**"). Reference is also made to that Fifth Amendment and Amendment to Forbearance Agreement, and as amended by that Second Amendment to Forbearance Agreement dated as of April 13, 2006 (the "**Second Amendment to Forbearance**"), and together with the Fourth Amendment and Forbearance Agreement and the Fifth Amendment and Amendment to Forbearance Agreement, the "**Forbearance Agreement**") by and among the Borrower, other Loan Parties from time to time party thereto, the Lenders, and the Agent. Capitalized terms used in this letter have the meanings given to them in the Credit Agreement if not otherwise defined herein.

As you are aware, the Forbearance Period (as defined in the Forbearance Agreement) expired on April 27, 2006. In addition to the Agent's and the Lenders' right to discontinue making Loans under Section 9.2.1 [Events of Default Other Than Bankruptcy, Insolvency or Reorganization Proceedings] of the Credit Agreement, pursuant to Section 10 of the Forbearance

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Agreement, at any time on or after the Forbearance Termination Date (as defined in the Forbearance Agreement), the Agent and the Lenders shall (a) cease to have any obligation to make any advances, loans or extensions of credit to the Borrower other than advances made at Lenders' sole discretion (specifically excluding advances used to fund any Dealer Program or bulk purchase of security alarm contracts) and (b) have the right to accelerate the Indebtedness under Section 9.2.1 of the Credit Agreement and to exercise all rights and remedies under Section 9.2 [Consequences of Event of Default] of the Credit Agreement, all of which are hereby expressly reserved. Pursuant to Section 4.3 [Interest After Default] of the Credit Agreement, all outstanding Loans shall continue to bear interest at the Default Rate.

By this letter, the Agent and the Lenders expressly reserve the right to exercise any and all rights and remedies contained in the Credit Agreement, without any further written notice to the Borrower. No forbearance, delay or inaction by the Agent and the Lenders in the exercise of their rights and remedies, and no continuing performance (including the Agent's and the Lenders' continued advances and making of Loans during the existence of the Existing Defaults (as defined in the Forbearance Agreement)) by the Agent, the Lenders, or the Borrower under the Credit Agreement shall: (a) constitute (i) a modification or an alteration of the terms, conditions or covenants of the Credit Agreement or any other Loan Document, all of which remain in full force and effect; or (ii) a waiver, release or limitation upon the Agent's and the Lenders' exercise of any of their rights and remedies thereunder, all of which are hereby expressly reserved; or (b) relieve or release the Borrower or any guarantor in any way from any of its respective duties, obligations, covenants or agreements under the Credit Agreement or the other Loan Documents or from the consequences of the Existing Defaults or any other Event of Default thereunder. The Agent and the Lenders are not obligated to waive the Existing Defaults or any other Events of Default or defaults, whether now existing or which may occur after the date of this letter.

[SIGNATURE PAGE TO RESERVATION OF RIGHTS LETTER]

Very truly yours,

FORTRESS CREDIT CORP.

By: 

Name: CONSTANTINE DAKOLIAS

CHIEF CREDIT OFFICER

Title: _____

cc: Peter Maltby, individually